

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMF Group New York, LLC, as Note Agent and Grantee		03/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Maurices Incorporated		
Street Address:	425 West Superior Street		
City:	Deluth		
State/Country:	MINNESOTA		
Postal Code:	55802		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4422323	AMIA	
Serial Number:	88073545	CAMBRIDGE & CLOVER BY MAURICES	
Registration Number:	4324854	DENIM FLEX	
Serial Number:	87933569	FLAWLESS BY MAURICES	
Registration Number:	4671741	I AM REAL	
Registration Number:	4724559	INSIDE VOICE	
Registration Number:	4774041	M	
Registration Number:	4770109		
Registration Number:	4499798	M	
Registration Number:	1095513	MAURICES	
Registration Number:	3386467	MAURICES	
Registration Number:	4770205	MAURICES INMOTION	
Registration Number:	4325868	PAVÉ	
Registration Number:	2466324	STUDIO Y	
Registration Number:	5649391	SUNGARI	
Serial Number:	87697479	THE M CROWD	
Registration Number:	4161840	WINSPIRE	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4422323

Fax Number: 2024083141

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	686178
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	03/02/2021
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Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("Release") dated as of March 1, 2021, is by TMFGROUP NEW YORK, LLC, as Note Agent and Grantee (the "Grantee"), in favor of MAURICES INCORPORATED, a Delaware corporation (the "Grantor"). Capitalized terms not defined herein have the meaning specified in the NPA (defined below).

RECITALS

WHEREAS, reference is made to (i) the Note Purchase Agreement, dated as of May 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "NPA"), among the Grantor, as issuer, the Guarantors from time to time party thereto, each Holder from time to time party thereto, and the Note Agent, as agent, and (ii) the Second Lien Note Security Agreement among, *inter alios*, the Grantor and the Grantee, dated as of May 6, 2019 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

WHEREAS, the Grantor and the Grantee are parties to that certain Grant of Security Interest in United States Trademarks dated as of May 6, 2019 (as amended, modified, restated and/or supplemented from time to time, the "IP Grant").

WHEREAS, pursuant to the IP Grant, as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor granted to the Grantee a continuing security interest in all of its right, title and interest in and to the following assets: (a) the trademarks (including service marks), slogans, logos, certification marks, trade dress, trade styles, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common law) set forth on Schedule A attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Marks"), (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, (c) all reissues, continuations, extensions and renewals thereof, (d) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature, (e) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (f) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (g) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith, (h) all rights corresponding thereto throughout the world, (i) all rights to sue for or otherwise recover for past, present and future infringements or other violations thereof, (j) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks, and (k) all causes of action arising

prior to or after the date hereof for unfair competition regarding any of the Marks (collectively, the "Subject IP").

WHEREAS, on or about the date of this Release and in connection with the repayment of the Secured Obligations, the parties hereto, among others, plan to execute and deliver that certain Payoff Letter, whereby the parties shall terminate the NPA and certain agreements and instruments entered into in connection with the NPA and release the Liens created pursuant to the Security Documents; and

WHEREAS, the Grantors have requested that the Grantee release, and the Grantee is willing to release its security interest in, and any other right, title, and interest it may have in and to the Secured Obligations.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantee hereby (a) terminates the IP Grant, (b) terminates, cancels and releases (without representation, warranty or recourse of any kind or nature) all liens and security interests granted by Grantor in favor of the Grantee in the Subject IP, and (c) re-assigns to the Grantor any right, title or interest it may have in the Subject IP pursuant to the IP Grant, the NPA or any other Security Documents.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Subject IP of the Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office.

The Grantee shall, at the Grantor's sole cost and expense and at the Grantor's reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents, and take all other actions reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

TMF GROUP NEW YORK, LLC, as Note Agent and
Grantee

By: 
Name: Albert J. Fioravanti
Title: Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS and APPLICATIONS

MARK REGISTRATION NUMBER/ NUMBER/	APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
AMIA	4422323	OCT. 22, 2013
CAMBRIDGE & CLOVER BY MAURICES	88-073545	AUG. 10, 2018
DENIM FLEX	4324854	APR. 23, 2013
FLAWLESS BY MAURICES	87-933569 MAY 23, 2018	MAY 23, 2018
I AM REAL	4671741	JAN. 13, 2015
INSIDE VOICE	4724559	APR. 21, 2015
M (IMAGE)	4774041	JUL. 14, 2015
LOTUS MEDALLION (IMAGE)	4770109	JUL. 07, 2015
M (IMAGE)	4499798	MAR. 18, 2014
MAURICES	1095513	JUL. 04, 1978
MAURICES	3386467	FEB. 19, 2008
MAURICES INMOTION	4770205	JUL. 07, 2015
PAVÉ	4325868	APR. 23, 2013
STUDIO Y	2466324	JUL. 03, 2001
SUNGARI	5649391	JAN. 08, 2019
THE M CROWD	87-697479	NOV. 27, 2017
WINSPIRE	4161840	JUN. 19, 2012

Schedule A

TRADEMARK